

EXHIBIT A

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

York

County

York County Prothonotary Civil E-Filed - 24 Mar 2021 09:28:57 AM
Case Number: 2021-SU-000634

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☐ Complaint
 ☒ Writ of Summons
 ☐ Petition
 ☐ Declaration of Taking

Lead Plaintiff's Name: Thomas Pfleegor

Lead Defendant's Name: Giant Food Stores

Are money damages requested? ☒ Yes ☐ NoDollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits (check one)Is this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Sara A. Austin, Esq.

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other: _____

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other: _____

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional: _____

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other _____
☒ Employment Dispute:
 Discrimination
☐ Employment Dispute: Other _____
☐ Other: _____

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other: _____

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other _____

- ☐ Zoning Board
☐ Other: _____

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other: _____

York County Prothonotary Civil E-Filed - 24 Mar 2021 09:28:57 AM
Case Number: 2021-SU-000634

**IN THE COURT OF COMMON PLEAS
YORK COUNTY, PENNSYLVANIA**

Thomas Pfleegor,
Plaintiff

v.

Giant Food Stores,
Defendant

No. 2021-SU-

Civil Action – Law

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY:

XX Please issue a summons in the above case at law / equity.

____ Writ of Summons shall be issued and forwarded to Office of the Sheriff York County.

Date: 3/24/2021 _____

AUSTIN LAW FIRM llc

Sara A.
Austin

Digitally signed by
Sara A. Austin
Date: 2021.03.24
08:51:50 -04'00'

Sara A. Austin, Esq.
ID No. 59052
226 E. Market St.
York, PA 17403
717.846.2246 phone

SUMMONS IN CIVIL ACTION

TO: Giant Food Stores

YOU ARE NOTIFIED THAT THE ABOVE-NAMED PLAINTIFF HAS COMMENCED AN
ACTION AGAINST YOU.

DATE: 3/24/21

Allison Blew
Prothonotary, Civil Division

By: Chimmons

EXHIBIT B

SHERIFF'S OFFICE OF YORK COUNTY

Richard P Keuerleber
Sheriff



Christopher A. Ferro, Esq.
Solicitor

Steven Diehl
Chief Deputy, Operations

Richard E Rice, II
Chief Deputy, Administration

THOMAS PFLEEGOR
vs.
GIANT FOOD STORES

Case Number
2021-SU-000634

SHERIFF'S RETURN OF SERVICE

03/25/2021 09:45 AM - DEPUTY KURTIS STARTZEL, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED WRIT OF SUMMONS (WOSM) BY HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE DON CHAMBERS, MANAGER, WHO ACCEPTED AS "ADULT PERSON IN CHARGE" FOR GIANT FOOD STORES AT 275 PAULINE DRIVE, YORK, PA 17402.

A handwritten signature in black ink, appearing to read "Kurtis Startzel".

KURTIS STARTZEL, DEPUTY

SHERIFF COST: \$40.15

SO ANSWERS,

A handwritten signature in black ink, appearing to read "Richard P Keuerleber".

RICHARD P KEUERLEBER, SHERIFF

March 29, 2021

EXHIBIT C

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

Thomas Pfleegor,	:	No. 2021-SU-000634
Plaintiff	:	
	:	
v.	:	Civil Action – Law
	:	
Giant Food Stores, aka The GIANT Company LLC	:	
dba Giant Martin's Co.	:	
Defendant	:	

NOTICE TO DEFEND

Pursuant to PA RCP No. 1018.1

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSON AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE OF THE
YORK COUNTY BAR ASSOCIATION
YORK COUNTY BAR CENTER
137 EAST MARKET STREET
YORK, PENNSYLVANIA 17401
TELEPHONE: (717) 854-8755

Effective September 1, 2003 Complaint

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

Thomas Pfleegor,	:	No. 2021-SU-000634
Plaintiff	:	
	:	
v.	:	Civil Action – Law
	:	
Giant Food Stores, aka The GIANT Company LLC	:	
dba Giant Martin's Co.	:	
Defendant	:	

AVISO PARA DEFENDERConforme a PA RCP Num. 1018.1

USTED HA SIDO DEMANDANDO/A EN LA CORTE. Si usted desea defender contra la demanda puestas en las siguientes paginas usted tienen que tomar accion dentro veinte (20) dias despues que esta Demanda y aviso es servido, con entrada por escrito una apariencia personalmente o por un abogado y archivando por escrito con la Corte sus defenses o objeciones a las demandas puestas en esta contra usted. Usted es advertido que si falla de hacerlo el caso puede proceder sin usted y un juzgamiento puede ser entrada contra usted por la Corte sin mas aviso por cualquier dinero reclamado en al demanda o por cualquier otro reclamo o alivio solicitado por Demandante. Usted puede perder dinero o propiedad o otros derechos importante para usted.

USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO, VAYA O LLAME POR TELEFONO LA OFICINA FIJADA AQUI ABAJO. ESTA OFICINA PUEDE PROVEER CON INFORMACION DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGARLE A UN ABOGADO, ESTA OFICINA PUEDE PROVEER INFORMACION ACERCA AGENCIAS QUE PUEDAN OFRECER SERVICIOS LEGAL A PERSONAS ELIGIBLE A UN HONORARIO REDUCIDO O GRATIS.

**SERVICIO DE REFERIDO A ABOGADO
COLEGIO DE ABOGADOS DEL CONDADO DE YORK
ABOGACIA DEL CONDADO DE YORK
CALLE MARKET #137 ESTE
YORK, PENNSYLVANIA 17401
TELEFONO: (717) 854-8755**

Efectivo 1 de Septiembre, 2003 Queja

IN THE COURT OF COMMON PLEAS OF YORK COUNTY, PENNSYLVANIA

Thomas Pfleegor,	:	No. 2021-SU-000634
Plaintiff	:	
	:	
v.	:	Civil Action – Law
	:	
Giant Food Stores, aka The GIANT Company LLC	:	
dba Giant Martin's Co.	:	
Defendant	:	

COMPLAINT

AND NOW, comes the Plaintiff, Thomas Pfleegor, by his counsel, AUSTIN LAW FIRM LLC, and file this Complaint stating as follow:

I. Parties

1. Plaintiff Thomas Pfleegor (hereinafter "Plaintiff") is an adult individual with a residential address in York County, Pennsylvania. Plaintiff is represented by Austin Law Firm LLC.

2. Defendant, Giant Food Stores (hereinafter the "Defendant"), is a foreign corporate entity otherwise known as The GIANT Company LLC, dba Giant Martin's Co., with a registered address c/o Corporation Service Company in Dauphin County, Pennsylvania. Defendant is represented by Adam Long, Esq.

II. Jurisdiction and Venue

3. Jurisdiction is proper over the Defendant because Plaintiff was employed by the Defendant at a store in York County, Pennsylvania and the incident that resulted in termination of that employment occurred in York County, Pennsylvania.

4. Venue is proper in York County because Plaintiff was employed by the Defendant at a store in York County, Pennsylvania and the incident that resulted in termination of that employment occurred in York County, Pennsylvania.

III. Factual Allegations, Claim

5. Plaintiff is a Caucasian/White male.

6. Plaintiff began his employment with the Defendant (or its predecessor entities) on or about April 13, 1989, as a grocery worker. After about 1-1/2 years he was moved to the produce department of the Defendant's store at 275 Pauline Drive, York, Pennsylvania (hereafter the "Pauline Drive store").

7. In or about October 2015 Plaintiff provided to Kris Rebuck, then produce manager at the Pauline Drive store (and hereafter "PM Rebuck"), a doctor's note restricting Plaintiff from lifting more than 25 pounds. A true and correct copy of the note is attached hereto and incorporated herein by reference as Exhibit "A".

8. Subsequent to receipt of the lifting restriction, PM Rebuck, on an almost weekly basis, required Plaintiff to lift items exceeding the lifting restriction.

9. On some occasions Plaintiff was able to obtain assistance with lifting an item that exceeded his lifting restriction, but on other occasions he was required to lift it by himself.

10. Each time Plaintiff was required to lift an item exceeding the lifting restriction, he reminded PM Rebuck (or whomever was requiring him to do the excessive lifting) of the restriction.

11. On many occasions Plaintiff also reported to the Pauline Drive Store Manager (believed to have a first name Crystal) and Assistant Store Managers (believed to have first names Tom and Jack) that he was being required to exceed the lifting restriction.

12. Almost every time Plaintiff would complain about being required to exceed the lifting restriction, PM Rebuck (or other produce manager who was requiring Plaintiff to do the excessive lifting) would rebuke Plaintiff.

13. At no point subsequent to the lifting restriction being put in place in October 2015 did a doctor release the lifting restriction.

14. On May 9, 2020, Plaintiff was off duty and shopping with his sister, Mary Pfleegor, in the Defendant's store at 2415 East Market Street, York, Pennsylvania (hereafter the "East Market store").

15. On May 9, 2020, while off-duty, Plaintiff was in line at the East Market store deli with his sister waiting to purchase meat.

16. A Black female customer was in line in front of Plaintiff.

17. Due to a medical condition, Plaintiff made a noise because he was standing in line for a long time.

18. While in an aisle after completing his deli purchase, Plaintiff and his sister saw the Black female customer; she called Plaintiff names.

19. Plaintiff responded to the name-calling by saying "go smoke your crack pipe" and then left for the next aisle.

20. Plaintiff and his sister ran into the Black female customer again in the dairy section where she started cursing at Plaintiff.

21. Plaintiff told the manager (believed to be Assistant Store Manager Pat Brennan and so hereafter referred to as "ASM Brennan") that the Black female customer was harassing him.

22. ASM Brennan then cursed at Plaintiff, said he would call the police, and told Plaintiff to leave the store.

23. Plaintiff then left the store.

24. When Plaintiff's sister was finished shopping, she called Plaintiff to come back and help her with the cart, which Plaintiff did.

25. ASM Brennan saw Plaintiff helping his sister with the cart and reminded Plaintiff that he (Brennan) had told Plaintiff to leave the store.

26. ASM Brennan then called over another manager who also said something rude to Plaintiff.

27. Either ASM Brennan or the other manager then told Plaintiff's sister to leave the store.

28. The Black female customer involved in the incident with Plaintiff on May 9, 2020 was not asked to leave the East Market store.

29. When Plaintiff reported to work at the Pauline Drive store on May 11, 2020, he was asked for a statement about the May 9, 2020 incident in the East Market store (hereafter the "Incident").

30. Plaintiff verbally recounted what happened during the Incident.

31. The Defendant made written notes while Plaintiff was providing details about the Incident.

32. The Defendant did not then, and has not at any time since, provided to Plaintiff a copy of the written notes it made of Plaintiff's account of the Incident.

33. Plaintiff was then sent home without pay.

34. On May 12, 2020, the Defendant called Plaintiff to come in to the Pauline Drive store; he did, at which time the Defendant terminated his employment.

35. The Defendant did not provide a reason for terminating Plaintiff's employment.

36. At the time of termination, Plaintiff had been employed by the Defendant or its predecessor entities for approximately 31 years..

37. At no point subsequent to the Incident and prior to terminating Plaintiff's employment did the Defendant talk to Plaintiff's sister or request from her a statement about the Incident.

38. At no point subsequent to the Incident and prior to terminating Plaintiff's employment did the Defendant review store video of the Incident.

39. The Defendant's handbook (in effect at the time in case it has since been revised) contains an EEO provision that states, in relevant part, that it "stresses the importance of making all employment decisions without regard to race, creed, religion, gender, age, national origin, disability or veteran status...." A true and correct copy of the relevant part of the Handbook is attached hereto and incorporated herein by reference as part of Exhibit "B".

40. When the Defendant required Plaintiff to exceed the lifting restriction, it violated that Handbook provision, the Americans with Disabilities Act (42 USC §12101 et. seq.), Title VII (42 USC §2000e et. seq.), and the Pennsylvania Human Relations Act (24 P.S. §951 et. seq.).

41. The Defendant's handbook (in effect at the time in case it has since been revised) also contains a provision for involuntary termination that provides, in relevant part, that, "Some acts of misconduct and/or violations of Company policy are considered serious and may result in an associates' involuntary termination. In these cases, Associates will be suspended immediately pending further investigation...." A true and correct copy of the relevant part of the Handbook is attached hereto and incorporated herein by reference as part of Exhibit "B".

42. By not obtaining a statement from the only witness of the entire Incident, Plaintiff's sister, and not reviewing video footage of the Incident, the Defendant also violated the policy in its Handbook requiring an investigation prior to termination.

43. Subsequent to termination, Plaintiff filed a charge of discrimination with the EEOC.

44. The EEOC issued a Right to Sue Notice dated December 29, 2020.

45. Plaintiff believes, and therefore avers, that the Defendant intentionally and wrongfully terminated his employment based on race or disability in violation of the Americans with Disabilities Act (42 USC §12101 et. seq.), Title VII (42 USC §2000e et. seq.), and/or the Pennsylvania Human Relations Act (24 P.S. §951 et. seq.), and in violation of its own Handbook provisions.

WHEREFORE, Plaintiff Thomas Pfleegor demands judgment in his favor and against the Defendant (1) for back pay in an amount equal to the wages he would have earned from the date of suspension, May 11, 2020, through the date of judgment, plus interest until paid in full, (2) compensatory and punitive damages; (3) attorneys' fees and costs (including an expert fees/costs) incurred relative to the underlying EEOC and PHRC filings and this suit; and (4) for any other relief as may be just and proper.

Respectfully submitted,

By: /s/ Sara A. Austin

Sara A. Austin, Esquire
Supreme Ct. I.D. #59052
226 E. Market St.
York, PA 17401
Telephone (717) 846-2246
Attorney for Plaintiff

EXHIBIT “A”

Facility:

Admit Date: 10/12/2015 12:00:00 AM
Discharge Date: 10/12/2015 12:00:00 AM

Page 2

Name: PFLEEGOR THOMAS EUGENE
MRN: 000 [REDACTED]
DOB: [REDACTED]

MSG# 56749845-886-1

PAGE 003 OF 003

Oct 12 2015 09:51:43 EDT FROM: F2H/75984698714

Please fax the completed form to:

Fax Number: (866) 411-5613

The Hartford

P.O. Box 14301

Lexington, KY 40512

ATTENDING PHYSICIAN'S STATEMENT OF CONTINUED DISABILITY



To be completed by the Employee

Name of Patient: THOMAS PFLEEGOR
Address of Patient: (Street, City, State & Zip Code) [REDACTED]
Email Address: [REDACTED]
Personal Cell Telephone Number: 717 [REDACTED] Home Telephone Number (if no personal cell telephone): [REDACTED]
May we have your authorization to leave confidential medical and benefit information on your personal cell phone? ☒ Yes ☐ No
I hereby authorize release of information on this form by the below named physician for the purpose of claim processing.
Signed: *Thomas Pfleegor* Date: 10/12/15
To be completed by the Attending Physician: Use current information from your patient's most recent examination or office visit to complete this form. (The patient is responsible for the completion of this form without expense to the Company.)

DIAGNOSIS
Primary Diagnosis: STEMI
Secondary Diagnosis: Dislipidemia
ICD-9 Code: 21.7
ICD-9 Code: 272.5
CPT-4 Code: [REDACTED]

Was Surgery Performed: ☒ Yes ☐ No If Yes, Date: 4/4/15 Procedure: STENT
Was patient hospitalized since last report? ☐ Yes ☒ No If Yes, Admission Date: Discharge Date: [REDACTED]

Current Subjective Symptoms: No pain, SOB, NIV, or dyspnea
Current Physical Exam findings: [REDACTED]
Tests (Not previously reported): [REDACTED] BCK [REDACTED] GH: [REDACTED] 10/11/15
Trendall / [REDACTED]
Results (or enclose copies of test result): [REDACTED]
Medication (Indicate any changes): [REDACTED] YORK, PA 17401 1575 BANNISTER ST

FUNCTIONALITY (This information is required for evaluation of your patient's claim for disability benefits).
List all restrictions and/or limitations based on medical findings. (Example - No standing over 4 hours. No lifting over 50 lbs.)
Not lifting over 25 lbs.
Is patient able to return to work without restrictions? ☐ Yes ☐ No If "Yes," Date: [REDACTED] Full Time ☐ Part Time ☐ hours per day
Is patient able to return to work with restrictions? ☒ Yes ☐ No If "Yes," Date: 10/12/15 Full Time ☐ Part Time ☐ hours per day
If able to return to work only part time, on what date will he/she be able to increase to full time? [REDACTED]

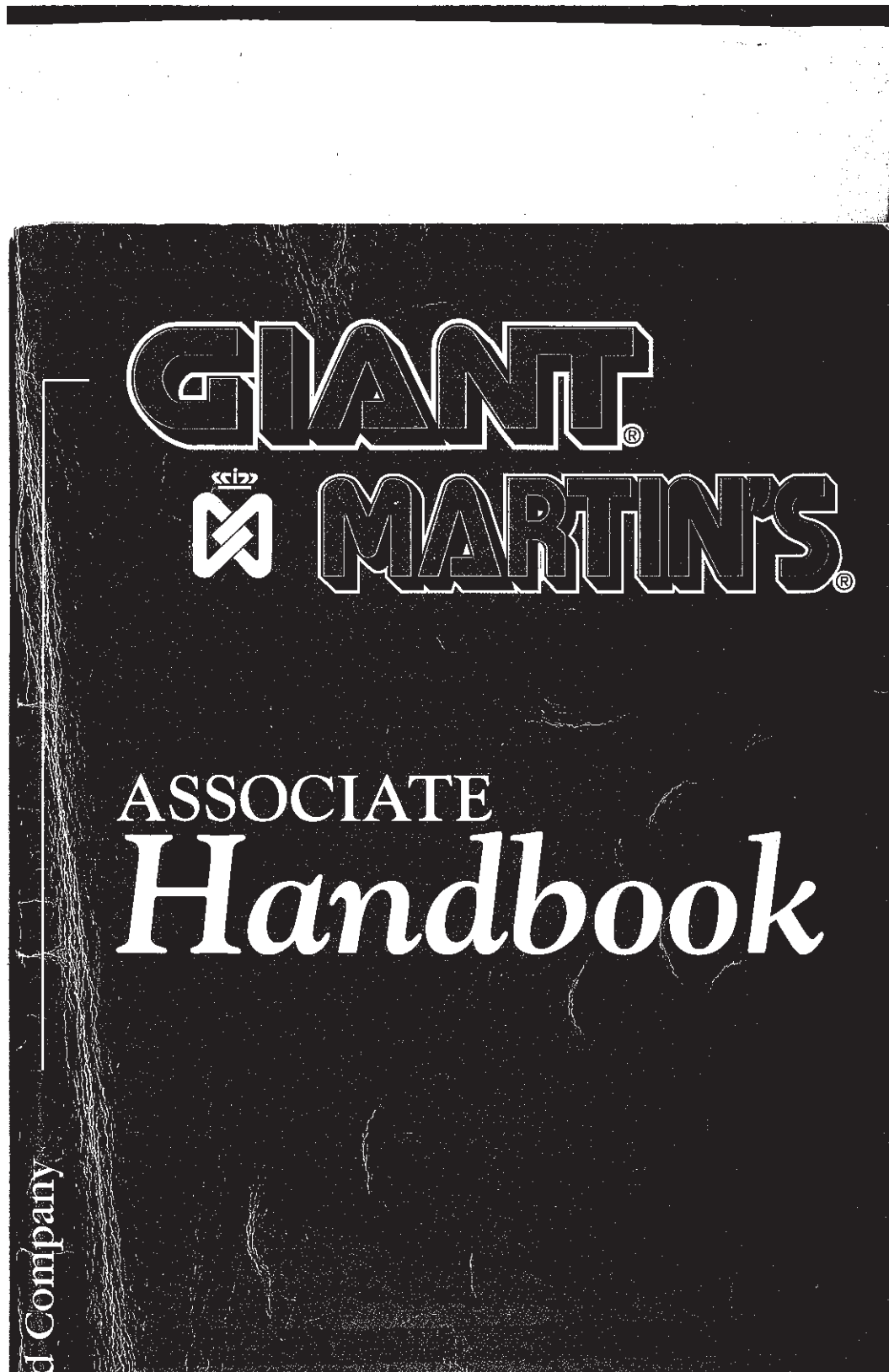
TREATMENT
How long are these work accommodations expected to be in place? [REDACTED]
Current/Ongoing Treatment Plan: Cardiac Rehab. Frequency/Duration: 2x/week, 1 hour
Dates of Treatment: 10/12/15, 10/19/15, 10/26/15 Date of last office visit: 10/12/15 Date of next scheduled office visit: 10/19/15
Has patient been referred to other physicians? ☒ Yes ☐ No If "Yes," Date of Referral(s): [REDACTED]
Referral Provider Name and Phone Number: [REDACTED] Specialty: [REDACTED]
Referral Provider Name and Phone Number: [REDACTED] Specialty: [REDACTED]

PHYSICIAN INFORMATION
Provider's Name: Karen Held Crisp License Number: 3841201 Social Security Number or ID Number: 23-27 5675
Degree: MSN, FNP Specialty: Family Medicine Fax Number: 717 812 2010
Address: (Street, City, State & Zip Code) 1513 Penn St York PA 17401 Telephone Number: 717 812 2000
Signature: *Karen Held Crisp* Date Signed: 10/12/15

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.
LC-7389-4

02/2014

EXHIBIT “B”



Compliance Officer.

- *Receiving or offering gifts and entertainment.* As a guideline, gifts with a value (cash or non-cash) of more than EUR 50, USD 60 (or the equivalent in local currency) are inappropriate and should be declined.
- *Equal employment opportunity.* Ahold is an equal opportunity employer. Unlawful discrimination or harassment is prohibited. Decisions about recruitment, employment, promotion and termination are made on the basis of objective and non-discriminatory criteria.
- *Harassment-free work environment.* Ahold will not tolerate sexual harassment.

2.1 Guarantee of Fair Treatment

GIANT Food Stores, LLC is strongly committed to our long recognized Guarantee of Fair Treatment. Our policy ensures that every Associate is treated with respect, and in a fair and just manner at all times.

Here is how our Guarantee of Fair Treatment works:

- Tell your immediate supervisor about any work related concern, suggestion or observation. During this discussion, feel free to discuss your issues in an open and honest manner. Your supervisor is responsible for listening and assisting you to solve work related issues which arise. In most cases, you and your immediate supervisor will be able to resolve your issue.
- Give your supervisor a reasonable opportunity to deal with your situation. If the situation is not handled to your satisfaction with your supervisor, ask to discuss the issue with his/her supervisor. Your supervisor will then arrange for you to meet

2.0

13

with his/her supervisor and/or a member of the Associate Relations Department.

- If, after involving the appropriate supervisors, including the Associate Relations Department, you feel that the issue has not been resolved to your satisfaction, you have the absolute right to refer the entire matter to our President/CEO for action. Every supervisor's door is open to all Associates to address issues in a respectful, open, and frank manner.

GIANT Food Stores, LLC does not condone and prohibits retaliation of any kind against any Associate because he or she presents a concern or suggestion.

We guarantee to give you an answer regarding any issue and to treat you fairly and with respect. We encourage you to express any concern, suggestion or comment directly to your supervisor so we can understand each other better and foster a positive work environment.

Our objective is to provide you with an unimposing and speedy atmosphere through which to address your work related needs and expectations.

2.2 Equal Employment Opportunity

GIANT Food Stores, LLC is an "Equal Opportunity Employer." It is and has been the policy of our Company to comply with the letter and spirit of all federal, state, and municipal laws applicable to the company's operations. Our policy stresses the importance of making all employment decisions without regard to race, creed, religion, gender, age, national origin, disability or veteran status. GIANT Food Stores, LLC believes in establishing an environment which develops and promotes cultural diversity.

14. It will be considered a violation of this policy to request, sell or purchase any merchandise below the established retail price at the time of the purchase. Any exception to this must be authorized in advance by the Store Manager or designee.
15. Concealment of any merchandise will be considered a violation of this policy.
16. The Store Manager or Designee has the right to inspect all packages.
17. Associates who work in perishable departments, including produce, floral, deli, seafood, meat and bakery are not permitted to prepare and/or process their own product for purchase or consumption.
18. All coupons must be redeemed according to the terms and conditions outlined on the coupon. Also, any coupons that the customer does not want or are left behind by a customer must be discarded and may not be kept for an Associate's personal use.

Misuse of an Associate's BONUSCARD (i.e. scanning one's personal BONUSCARD for customer orders) or fraudulent use of coupons (including store, manufacturer, and Catalina coupons) are also violations of the Purchase Policy. **Any conduct that is dishonest, unlawful, or fraudulent will not be tolerated. Violation of this policy may result in disciplinary action up to and including dismissal.**

9.9 Termination

Voluntary - If the time comes for you to terminate your employment with GIANT Food Stores, LLC, we consider it good business practice for you to give your supervisor two weeks advance notice. This allows us time to identify and train a replacement. However, a minimum of one-week notice must be given. Failure to do so or to completely meet your schedule requirements during your period of notice could

employment with the Company. Unused personal holidays are not paid. When you leave, you must return or pay for all Company property, uniforms, badges, keys, tools, equipment, etc.

Involuntary - Some acts of misconduct and/or violations of Company policy are considered serious and may result in an Associates' involuntary termination. In these cases, Associates will be suspended immediately pending further investigation. While it is not possible to list all of these situations, some examples of extreme acts are:

- Possession or consumption of alcoholic beverages on the job or being under the influence while at work.
- The use, distribution or possession of an illegal, controlled substance or being under the influence of an illegal, controlled substance while at work.
- Fighting and or Theft.
- Violation of the Associate Purchase Policy.
- Gross insubordination.
- Willful destruction of property.
- Falsification of company records, documents or reports.
- Gross/Extreme misconduct.

Regardless of the act, all terminations will be reviewed by two levels of supervision above the affected Associate, and the Associate Relations Department before actual notification is given to the Associate. In the event an Associate is terminated involuntarily, that Associate will forfeit any unused, earned vacation and personal holidays.

9.10 Asset Protection


Asset Protection means providing a safe and secure environment for our Customers and Associates. It also means preventing "shrink". Very simply, shrink is any loss to the Company. Losses can include merchandise, money, or time, and all forms of shrink are costly – both to the Company and to you! Companies like ours lose millions of dollars in shrink each year, and excessive shrink can lead to higher prices, fewer hours, or lost promotional opportunities.

0.6

VERIFICATION

The undersigned does hereby affirm that the facts contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. This statement is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities and is filed by counsel to meet a deadline.

DATED: 11/29/21



Thomas Pfleeger

CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Sara A. Austin _____
Sara A. Austin, Esquire
I.D. #59052

CERTIFICATE OF SERVICE

The undersigned does certify that the 1st day of December 2021, she has or will serve a true and correct copy of the foregoing document by email on the following:

Adam Long, Esq.
along@mcneeslaw.com
Counsel for Defendant

/s/ Sara A. Austin

Sara A. Austin, Esq.